

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION**

FINESSE WIRELESS, LLC	§	
	§	
Plaintiff,	§	CASE NO. 2:21-CV-00316-JRG
v.	§	(Lead Case)
	§	
AT&T MOBILITY, LLC, AND	§	
	§	
CELLCO PARTNERSHIP d/b/a	§	
VERIZON WIRELESS	§	
	§	
Defendants,	§	
	§	CASE NO. 2:21-CV-00317-JRG
NOKIA OF AMERICA CORP., AND	§	(Member Case)
	§	
ERICSSON INC.	§	
	§	
Intervenor-Defendants.	§	

**COVENANT NOT TO SUE AND JOINT MOTION TO DISMISS**

Plaintiff Finesse Wireless LLC (“Finesse”) and Intervenor-Defendant Ericsson Inc. (“Ericsson”) hereby enter into the below stipulation in the above-captioned case.

Finesse, on behalf of itself and any successor in interest of U.S. Patent Nos. 7,346,134 and 9,548,775 (the “Asserted Patents”) and current or future affiliates, covenants not to sue Ericsson or Telefonaktiebolaget LM Ericsson, any of their successors in interest, current and future affiliates, or any of their customers for infringement (direct or indirect) of the Asserted Patents based on the Ericsson P614 product, whether made, used, sold, offered for sale, imported, or exported any time at, prior to, or after the date of this covenant. Should Finesse or any successor in interest in either of the Asserted Patents sue Ericsson or Telefonaktiebolaget LM Ericsson, any of their successors in interest, current or future affiliates, or any of their customers for infringement (direct or indirect) of either of the Asserted Patents based on the Ericsson P614 Product, then the

covenant not to sue shall automatically and retroactively be regarded as a fully paid-up license to the Asserted Patents to make, use, sell, offer for sale, import, or export the P614.

Finesse, on behalf of itself and any successor in interest and current or future affiliates further covenants not to sue, from the date of this Stipulation through December 31, 2024, Ericsson or Telefonaktiebolaget LM Ericsson, any of their successors in interest, current and future affiliates, or any of their customers for infringement (direct or indirect) of any patent with respect to any existing or future Ericsson product (“Further Covenant”). Should Finesse or any successor in interest in either of the Asserted Patents sue Ericsson or Telefonaktiebolaget LM Ericsson, any of their successors in interest, current or future affiliates, or any of their customers, on or before December 31, 2024, for infringement (direct or indirect) of either of the Asserted Patents based on an Ericsson product, then the covenant not to sue shall automatically and retroactively be regarded as a fully paid-up license to the then asserted patent to make, use, sell, offer for sale, import, or export Ericsson products. If Finesse initiates a suit for patent infringement after December 31, 2024, regarding an Ericsson product, the Further Covenant does not affect Finesse’s rights to seek past damages during the period of the Further Covenant.

This stipulation is being made for the purpose of conserving resources and avoiding costs associated with litigation in light of the level of sales of the P614. In making this stipulation, Ericsson does not admit that the P614 infringes the Asserted Patents or that the Asserted Patents are valid, and Finesse does not admit that the P614 does not infringe the Asserted Patents or that the Asserted Patents are invalid or in any way unenforceable.

In light of the above covenant not to sue, Finesse and Ericsson hereby jointly move to dismiss all of Finesse’s claims regarding the Asserted Patents and the Ericsson P614 with prejudice and to dismiss Ericsson’s declaratory judgment counterclaims without prejudice.

Dated: August 4, 2022

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**ATTORNEYS FOR PLAINTIFF  
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**CERTIFICATE OF CONFERENCE**

The undersigned hereby certifies that counsel for Finesse Wireless, LLC and counsel for Ericsson Inc. have met and conferred and this motion is joint.

/s/ Joseph Grinstein